

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

**C.A. No. 1:14-CV-12664-IT**

	)
<b>CITY OF LOWELL,</b>	)
<b>Plaintiff</b>	)
	)
<b>V.</b>	)
	)
<b>GREATER LOWELL TECHNICAL HIGH</b>	)
<b>SCHOOL, TOWN OF DRACUT, TOWN</b>	)
<b>OF TYNGSBOROUGH, AND TOWN OF</b>	)
<b>DUNSTABLE,</b>	)
<b>Defendants</b>	)
	)

~~**PROPOSED**~~ **CONSENT DECREE**

Upon agreement of the Parties after mediation in the above captioned matter, it is ORDERED and ADJUDGED that:

1. The following language shall be stricken from Paragraph 1 of Section 1(C) of the Greater Lowell Technical High School's ("GLTHS") May 11, 1967 Agreement with Respect to the Establishment of a Vocational Regional School District (Agreement):
  - a. Thereafter, in every year in which the term of office of a member expires, the member town concerned shall, at its annual town election, elect member for a term of three years. (Section 1(C), Paragraph 1, Line 4-7);
  - b. ... and thereafter the said city of Lowell, at every biennial election, shall elect a member or members for a term of four years. (Section 1(C), Paragraph 1, Line 16-18).
2. The following language shall be added to Section 1(C) of the Agreement, as the newly designated Paragraph 2:

- a. Members elected by the towns of Dracut, Tyngsborough, and Dunstable to the school committee in the 2015 town elections shall serve until the biennial election of November 2018. Thereafter, all members of the regional district school committee shall be elected through district-wide elections to be held at the biennial state election. Candidates must be a resident of their member municipality in order to hold that municipality's seat with the regional district school committee. These election procedures shall be in accordance with M.G.L. c. 71, § 14E(3). All members of the school committee shall serve four year terms. Any reference in this Agreement to three year terms shall be read to reflect that all school committee members will now serve four year terms.
3. The former Paragraph 2 of Section 1(C) of the Agreement shall now be designated Paragraph 3 and shall be revised to state the following:
  - a. In the event that a member town is entitled to any additional member(s) after any federal census is taken, the additional member(s) shall be elected for an initial term of two years at the next available district-wide election to be held at the biennial state election. The terms of all members representing such town following the initial term of such additional member(s) shall be four years. If the number of members to which a member town is entitled decreases after any federal census is taken the term of office of any incumbent shall not be affected thereby. If the city of Lowell is entitled to any additional member(s) after any federal census is taken, the additional member(s) shall be elected for an initial term of four years at the next available district-wide election to be held at the biennial state election. The terms of all members representing the city of Lowell

following the initial term of such additional member(s) shall be four years. If the number of member(s) to which the city of Lowell is entitled decreases after any federal census is taken the term of office of any incumbent shall not be affected thereby.

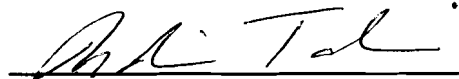
- b. The election of members to the school committee shall, to the extent practicable, be staggered.
4. Section 1(D) of the Agreement shall be revised to state the following:
- a. If a vacancy occurs among the members of the Interim Committee described in subsection I(B), such vacancy shall be filled in the same manner as the original appointment. If a vacancy occurs among the members representing the city of Lowell under subsection I(C), the local school committee members of the said city and the members of the city council, acting jointly, shall appoint a member to serve until the next available district-wide election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any. If a vacancy occurs among the members representing the town of Dracut under subsection I(C), the members of the local school committee, the members of the board of selectmen and the remaining member of the regional district school committee from said town, acting jointly, shall appoint a member to serve until the next available district-wide election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any. If a vacancy occurs among the members representing any of the remaining towns under subsection I(C), the members of the local school committee and the members of the board of selectmen from the town involved, acting jointly, shall appoint a member to serve

until the next available district-wide election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any.

5. This language shall be ratified by the board of selectmen and city council of the member municipalities of the GLTHS School District at their next respective meetings.
6. Plaintiff's claims and Defendants' counterclaims shall be dismissed with prejudice.

SO ORDERED.

Dated: 6/3/15

  
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Hon. Judge Talwani,  
U.S. District Court, District of Massachusetts